



VILLAGE OF KEY BISCAYNE

Office of the Village Clerk

Village Council

Joe I. Rasco, *Mayor*
Robert Oldakowski, *Vice Mayor*
Scott Bass
Martha Fdez-León Broucek
Alan H. Fein
Mortimer Fried
James L. Peters

MEMORANDUM

Village Clerk

Conchita H. Alvarez, *CMC*

DATE: February 5, 2004

TO: The Honorable Mayor and Members of the Village Council

FROM: Conchita H. Alvarez, Village Clerk

RE: Item for Agenda

This item was inadvertently left out of the agenda. I am respectfully requesting the Honorable Mayor and Members of the Village Council to please consider this item and include it in the agenda.

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VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council

Robert Oldakowski, *Mayor*
Jorge E. Mendia, *Vice Mayor*
Martha Fdez-León Broucek
Carol Diaz-Castro
Mortimer Fried
James L. Peters
Robert L. Vernon

Village Manager

Jacqueline R. Menendez

DT: February 8, 2004

TO: Honorable Mayor and Members of the Village Council

FR: Jacqueline R. Menendez, Village Manager 

RE: Building Manager for Civic Center Complex

RECOMMENDATION

It is recommended that the Village Council authorize the Village Manager to enter into an agreement with Skyline Management Group for building management services for the Civic Center Complex.

BACKGROUND

The Village of Key Biscayne put forward a Request for Proposal (RFP) in December for building management services for the Civic Center Complex. The following is an outline of the scope of services to be provided by the Property Manager for the Civic Center Complex:

- Establish a scheduled program for the complex to include short term and long term preventive maintenance.
- Solicit, review and recommend all short and long term maintenance agreements.
- Provide an on site staff personnel to monitor the services of all vendors, suppliers and maintenance providers.
- Provide 24 hour a day contact to receive all emergency maintenance requests.
- Create a yearly budget for all services for incorporation into Village Annual Budget.

Two companies submitted bids, Kalex Construction and Skyline Management Group. Out of these companies the lowest bid was received from Skyline Management Group. The cost for building management services from Skyline Management Group will be \$7,500 per month until the Community Center is complete and then will increase to \$8,500 per month. This expense will be covered proportionally by each department through their Maintenance and Repair line item.

**VILLAGE OF KEY BISCAYNE
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 11th day of February, 2004, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and SKYLINE MANAGEMENT GROUP, INC., a Florida corporation (the "CONSULTANT").

RECITALS:

The VILLAGE wants to engage the CONSULTANT to perform certain professional services as Building Manager for the VILLAGE's Civic Center Complex (the "Complex"), as specifically described in the Scope of Services provided in Exhibit "A" to this Agreement ("Specified Services"). The CONSULTANT wants to provide such Specified Services.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES

A. The CONSULTANT agrees to provide the Specified Services upon written request from the Village Manager.

B. The Village Manager may add items to the enumerated Specified Services which she finds are necessary for the full performance of the Building Management function.

C. CONSULTANT shall expend all necessary efforts to competently and professionally complete all tasks of the Building Manager so that the Complex facilities are successfully operated.

2. FEES FOR SERVICES, OFFICE SPACE

A. As full compensation for satisfactory performance of the Specified Services, the CONSULTANT agrees to charge and shall be paid by the Village an amount of Seven Thousand Five Hundred Dollars (\$7,500) per month for the period of February 11, 2004 until October, 2004

(or until Community Center is complete) and Eight Thousand Five Hundred (\$8,500) per month for each subsequent month of the initial term. Fees shall be paid in arrears each month, pursuant to monthly invoice, with prorations for the first and last months fees.

B. Additionally, CONSULTANT shall be reimbursed by VILLAGE for reasonable and necessary costs, including: travel (outside of Dade, Broward and Palm Beach Counties), photocopying, document reproduction requested by VILLAGE, long distance telephone, federal express, and postage, as approved by the Village Manager.

C. The VILLAGE shall provide, at no cost to the CONSULTANT, office space at the Complex and office supplies, office furniture, telephone, office equipment (excluding computers and accessories). All of the foregoing shall be used exclusively for the provision of services required by this Agreement.

3. TERM

The duration of the term of this Agreement shall commence upon execution hereof and is for an initial term of one (1) year, commencing on February 11, 2004 and ending on February 10, 2005, unless extended by the Village Manager or earlier terminated pursuant to paragraph 8.

4. RECORDS

All original sketches, tracings, drawings, computations, details, reports, calculations, work papers and other documents and plans that result from the CONSULTANT providing Specified Services shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such documents shall be delivered to the VILLAGE by the CONSULTANT.

5. INSURANCE

A. The CONSULTANT shall at all times carry comprehensive general liability and

contractual liability insurance, workers' compensation insurance (if applicable), and automotive liability insurance, with minimum policy limits for each coverage in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars per occurrence, combined single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage (if applicable) shall be as provided by Chapter 440, Fla. Stat. The VILLAGE shall be named as an additional insured on all of the above insurance policies, to the extent permitted by law. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the VILLAGE 30 days prior to the effective date of cancellation or reduction of coverage.

B. CONSULTANT shall indemnify and hold harmless the VILLAGE, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of the Agreement.

6. ASSIGNMENT

This Agreement shall not be assignable by the CONSULTANT.

7. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

8. TERMINATION

This Agreement may be terminated by the VILLAGE upon forty-five (45) days written notice with or without cause and by the CONSULTANT upon ninety (90) days written notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of paragraph 2 for all acceptable work performed up to the date of termination.

9. NONEXCLUSIVE AGREEMENT

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE's sole and absolute discretion.

10. ENTIRE AGREEMENT

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The Village Manager shall act for VILLAGE hereunder.

11. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services for Village as an independent contractor of the Village.

12. NOTICES

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be

addressed as follows:

Village: Jacqueline R. Menendez
Village Manager
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

With a copy to: Village Attorney
c/o Weiss Serota Helfman Pastoriza Guedes Cole &
Boniske, P.A.
2665 South Bayshore Drive
Suite 420
Miami, Florida 33133

CONSULTANT: Skyline Management Group, Inc.
4040 N.E. 2nd Avenue, Suite 305
Miami, Florida 33137
Attention: Paul T. Abbott

13. GOVERNING LAW; LITIGATION

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Miami-Dade County, Florida. The parties voluntarily waive the right to any trial by jury in any litigation hereunder.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

SKYLINE MANAGEMENT GROUP, INC.
4040 N.E. 2nd Avenue, Suite 305
Miami, Florida 33137

By: _____
Paul T. Abbott

Title: _____

VILLAGE:

VILLAGE OF KEY BISCAYNE
88 West McIntyre Street
Key Biscayne, FL 33149

By: _____
Jacqueline R. Menendez
Village Manager

Attest: _____
Village Clerk

Approved as to Legal Form and Sufficiency:

Village Attorney

“Exhibit A”

Scope of Services

The following is an outline of the scope of services to be provided by the Building Manager for the Village of Key Biscayne Civic Center:

1. Establish a scheduled program for the complex to include short term and long term preventive maintenance, repair and cleaning for the physical plant including exterior building façade (walls, windows, roofs, fountains, pools and walkways immediately adjacent to buildings), all mechanical systems including heating, air conditioning, and plumbing, all electrical equipment associated with the buildings, [not including office equipment or devices], including periodic servicing of switches, panels, breakers, and the replacement of light bulbs and fixtures as necessary, and elevators. Schedule shall identify routine maintenance, cleaning, and upkeep along with periodic service, repair and maintenance of equipment.
2. Create yearly budget for all services noted in paragraph 1. above for incorporation into Village Annual Budget.
3. Solicit, receive, review and recommend to the Village Manager all short term cleaning service and supply contracts which may be appropriate for the complex.
4. Solicit, receive, review and recommend to the Village Manager all long term maintenance agreements required to provide service for heating and air conditioning equipment, roofing, elevators, pools, fountains, fire sprinkler and alarms, security systems, and electrical supply equipment.
5. Provide 24 hours a day contact to receive all emergency maintenance requests generated by facility agency users.
6. Building Manager will provide on site staff personnel necessary to monitor the services of the appropriate vendor, supplier, or maintenance provider in office facilities provided by the Village.